

CABLE TELEVISION TRANSPORT SERVICE

CABLE TELEVISION TRANSPORT SERVICE

Regulations, Rates and Charges Applying
to the Provision of Cable Television Transport Service
Within the Operating Territory of

Vista-United Telecommunications

for

Jones Intercable, Inc.

Cable Television Transport Services are provided by means of wire, fiber optics or any other suitable technology or a combination thereof.

Cable Television Transport Service is provided for the transmission of audio, video and other forms of electronic communications.

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CABLE TELEVISION TRANSPORT SERVICE**CHECK SHEET**

Title Page 1 and Pages 1 to 31, inclusive of this Tariff, are effective as of the date shown. Original and revised pages as named below and Supplement No. 1* contain all changes from the original tariff that are in effect on the date hereof.

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CABLE TELEVISION TRANSPORT SERVICE

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ISSUING CARRIER

Vista-United Telecommunications

CONCURRING CARRIERS

No concurring carriers

CONNECTING CARRIERS

No connecting carriers

OTHER PARTICIPATING CARRIERS

No participating carriers

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increase.
- (M) - To signify matter relocated without change.
- (N) - To signify new rate or regulation.
- (R) - To signify reduction.
- (S) - To signify reissued matter.
- (T) - To signify a change in text, but no change in rate or regulation.
- (Z) - To signify a correction.

Explanation of Abbreviations

- AM - Amplitude Modulated
- CATV - Community Antenna Television
- RF - Radio Frequency
- VSB - Vestigal Side Band

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 1 - APPLICATION OF TARIFF**1.1 General**

- (A) This Tariff contains regulations, rates and charges applicable only to the provision of Cable Television Transport Service provided by Vista-United Telecommunications, hereinafter referred to as the Telephone Company, to Jones Intercable, Inc., hereinafter referred to as the Customer.
- (B) The Telephone Company undertakes to provide Cable Television Transport Service pursuant to the terms and conditions and at the rates and charges specified herein. Cable Television Transport Services provided under this Tariff are not represented to be suitable for any other purpose.
- (C) The regulations, rates and charges of this Tariff do not apply to any offering by the Customer of Cable Service or other services to its Subscribers. The provision of Cable Television Transport Service by the Telephone Company does not constitute a joint undertaking with the Customer for the furnishing of Cable Service.
- (D) The Telephone Company shall not have any control over Cable Service offered by the Customer to its Subscribers. The Telephone Company may oppose the Customer's provision of any service which, in the Telephone Company's view, may not lawfully be provided by the Customer. The Telephone Company shall not discontinue provision of Cable Television Transport Service to the Customer by reason of such opposition except pursuant to an order of an appropriate governmental authority.
- (E) The Customer shall subscribe to and the Telephone Company undertakes to provide any additional services offered by the Telephone Company that are required for the installation of Cable Television Transport Service described in this Tariff.
- (F) The Cable Television Transport Service provided under this Tariff shall not be used by the Customer for any unlawful purpose.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 1 - APPLICATION OF TARIFF (cont'd)**1.1 General (cont'd)**

- (G) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide Cable Television Transport Services under this Tariff shall not interfere with or impair service over any facilities of the Telephone Company, its parent, related, subsidiary or affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy or any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (H) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (G) preceding, the Telephone Company will, where practicable, notify the Customer that temporary discontinuance of the use of Cable Television Transport Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of Cable Television Transport Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.8 following is not applicable.

1.2 Cable Television Transport Service Area

- (A) The Telephone Company will, upon order and payment in full of all applicable non-recurring charges by the Customer, provide Cable Television Transport Service to the Customer for all residential and business Subscribers that may exist in Celebration, Florida from time to time and are served by the Telephone Company's Hub located in Celebration, Florida.

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SECTION 1 - APPLICATION OF TARIFF (cont'd)**1.2 Cable Television Transport Service Area (cont'd)**

- (B) Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), where the Telephone Company determines that it is reasonably required in any of the Telephone Company facilities used in providing Cable Television Transport Service under this Tariff to the Customer to, (i) change minimum protection criteria, (ii) change operating or maintenance characteristics of facilities, or (iii) change operations or procedures of the Telephone Company, the Telephone Company will work in cooperation with the Customer in making such substitutions, changes or rearrangements so as to minimize outages and interruptions of Cable Television Transport Service provided to the Customer under this Tariff and Cable Service provided by the Customer to its Subscribers. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any of the Customer furnished services obsolete or requires modification or alteration thereof by the Customer or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed the Customer for any redesign and implementation required to be made by the Customer due to the change in operating characteristics. The Telephone Company will work cooperatively with the Customer to determine reasonable time and notification requirements.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS

2.1 General

- (A) The terms and conditions of this Tariff will be effective for fifteen (15) years, consistent with the terms of the local Franchise obtained by the Customer from Osceola County, Florida, unless terminated earlier by regulatory order. The fifteen (15) year term may be terminated earlier, or extended by mutual written consent of the Telephone Company and the Customer.
- (B) The Telephone Company shall construct, install and maintain a Cable Television Transport System to provide transmission of Cable Service provided by the Customer to its Subscribers. Such transmission shall not alter the form or content of the transmitted information.
- (C) The Customer shall be solely responsible for selecting and presenting all content and Cable Service to its Subscribers. The Telephone Company shall have no control or right of control over the type or content of Cable Service to be presented by the Customer to its Subscribers.

2.2 Definitions

Cable Television Transport Service - The term "Cable Television Transport Service" denotes the communications service that the Telephone Company provides to the Customer under this Tariff and that the Customer utilizes to provide Cable Service to its Subscribers.

Cable Television Transport System - The term "Cable Television Transport System" denotes the facilities and equipment constructed, operated, maintained, and owned by the Telephone Company to provide Cable Television Transport Service to the Customer under this Tariff.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.2 Definitions (cont'd)**

Cable Service - The term "Cable Service" denotes (a) the one-way, or two-way transmission to/from Subscribers by the Customer of (i) Video Programming, or (ii) other programming services, (b) the two-way transmission to Subscribers for interaction, when offered, which would be required for the selection of such video programming or other programming service, (c) the two-way transmission of other planned services which may include, but not be limited to multimedia applications, games, high speed data communications (i.e. work-at-home and Internet applications), Video-On-Demand, and other Content-On-Demand applications.

Central Office Backbone - The term "Central Office Backbone" denotes that portion of the Cable Television Transport System provided by the Telephone Company from the Customer's Head End through and to the Telephone Company's Hub located in Celebration, Florida, including all feeder routes associated therewith.

Chargeable Unit - The term "Chargeable Unit" denotes a residential address where a certificate of occupancy has been issued and the Telephone Company's Cable Television Transport System is in place and working, or per business Subscriber.

Demarcation Point - The term "Demarcation Point" denotes the point where the Telephone Company's Cable Television Transport System meets and is interconnected to the Customer's facilities at the Telephone Company's network interface device located at the Subscriber's location.

Head End - The term "Head End" denotes the Customer's location of the facilities and equipment constructed, operated, maintained and owned by the Customer at which Cable Service is received, assembled and processed to be transmitted over the Telephone Company's Cable Television Transport System.

Special Construction - The term "Special Construction" denotes when the Customer requests Cable Television Transport Service to provide Cable Service to a Subscriber located within the Cable Television Transport Service Area who is not passed by the then existing or planned Cable Television Transport System.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.2 Definitions (cont'd)

Subscriber - The term "Subscriber" denotes the party subscribing to Cable Service offered by the Customer.

Video Programming - The term "Video Programming" denotes programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

2.3 Undertaking of the Telephone Company

2.3.1 Scope

- (A) The Telephone Company shall provide such labor, material and equipment as is necessary to provide Cable Television Transport Service to the Customer.
- (B) The Telephone Company shall own, install and maintain the Cable Television Transport System consisting of fiber optic and coaxial cable, electronic transmission equipment and the Telephone Company network interface device located at the Subscriber's location.
- (C) The Telephone Company shall be responsible only for the installation, operation and maintenance of the Cable Television Transport System.
- (D) The Telephone Company will, for maintenance purposes, test the Cable Television Transport System only to the extent necessary to detect and/or clear troubles.
- (E) Cable Television Transport Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Undertaking of the Telephone Company (cont'd)

2.3.1 Scope (cont'd)

- (F) The payment of rates and charges by the Customer for Cable Television Transport Services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.3.2 Provision of Service

- (A) The Telephone Company's obligation to furnish Cable Television Transport Service to the Customer is subject to the availability of material, equipment and labor and is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance thereof.
- (B) The Telephone Company's obligation to provide Cable Television Transport Service to the Customer at the rates described herein is limited to the Cable Television Transport Service Area defined and described in Section 1.2 preceding.
- (C) Work performed by the Telephone Company at necessary work locations will be performed during Telephone Company employees' normally scheduled work periods in any given calendar day, which may include evenings and/or weekends.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.4 Obligations of the Customer**

- (A) The Customer shall be responsible for filing all necessary documentation and taking all other steps necessary to procure all permits and authorization required under applicable laws in order to provide Cable Service in Celebration, Florida, including, without limitation, obtaining a 15 year local Franchise from Osceola County, Florida to provide Cable Service at the Subscriber locations served by the Cable Television Transport System provided under this Tariff. Such franchise shall be obtained prior to the construction of any part of the Cable Television Transport System.
- (B) The Customer shall maintain Cable Service to all residential and business Subscribers that may exist in Celebration, Florida from time to time and for as long as this Tariff is effective.
- (C) The Customer must notify the Telephone Company of any interruption of Cable Television Transport Service after ascertaining that it is not caused by any action or omission within the control of the Customer or its' Subscribers.

2.5 Liability

- (A) With respect to any claim or suit by the Customer or by any others for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of Cable Television Transport Service, and subject to the provisions of (B) through (I) following, the Telephone Company's liability shall not exceed an amount equal to the proportionate charge for Cable Television Transport Service for the period during which the Cable Television Transport Service was interrupted. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for a Cable Television Transport Service interruption.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.5 Liability (cont'd)**

- (B) The Customer will indemnify and save harmless the Telephone Company, its parent, related, subsidiary and affiliated companies from liability for defacement or damage to the premises of the Telephone Company or its parent, related, subsidiary or affiliated companies which defacement or damages directly results from the furnishing of Cable Service, or by the removal thereof, or from the provision of Cable Service, and when such defacement or damage is the direct result of the negligence of the Customer's employees or agents.
- (C) The Customer shall not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company except as authorized in writing by the Telephone Company. The Customer shall be responsible only for damages to the facilities of the Telephone Company which are caused by the negligence or wrongful act of the Customer's employees or agents.
- (D) The Customer shall indemnify and hold harmless the Telephone Company from any loss, damage, cost or expense incurred by the Telephone Company with respect to the Customer's installation, operation or maintenance of any facilities installed, operated or maintained by the Customer, and any failure by the Customer to comply with applicable laws and regulations, unless the Telephone Company is at fault for such loss, damage, cost or expense.
- (E) The Telephone Company will indemnify and save harmless the Customer, its parent, related, subsidiary or affiliated companies, from liability for defacement or damage to the premises of the Customer or its' Subscribers which defacement or damage directly results from the furnishing of the Cable Television Transport System, or by the removal thereof, or from the provision of Cable Television Transport Service, and when such defacement or damage is the direct result of the negligence of the Telephone Company's employees or agents.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.5 Liability (cont'd)**

- (F) Except in an emergency situation, the Telephone Company shall not rearrange, disconnect, remove or attempt to repair any equipment installed by the Customer except as authorized in writing by the Customer. The Telephone Company shall be responsible only for damages to the facilities of the Customer which are directly caused by the negligence or wrongful act of the Telephone Company's employees or agents.

- (G) The Telephone Company shall indemnify and hold harmless the Customer, its parent, related, subsidiary or affiliated companies, from any loss, damage, cost or expense incurred by the Customer with respect to the Telephone Company's installation, operation or maintenance of the Telephone Company's Cable Television Transport System which is required to be installed, operated or maintained by the Telephone Company pursuant to the terms of this Tariff, and any failure by the Telephone Company to comply with applicable laws and regulations, unless the Customer is at fault for such loss, damage, cost or expense.

- (H) Performance of the terms of this Tariff by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, governmental or judicial authority, acts of God, war, riot or insurrection, blockades, lockouts, or other labor disputes or difficulties. Further, the Telephone Company shall not be liable for any loss or damage for delay or nonperformance due to the delay of a vendor's delivery of the equipment or facilities required for construction or operation of the Cable Television Transport System. In the event of any delay resulting from such causes the time for performance of each of the parties under this Tariff (including the payment of moneys) shall be extended for a period of time reasonably necessary to overcome the effect of such delays.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.5 Liability (cont'd)**

- (I) The Telephone Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, unfair competition, or the infringement of any copyright, trade name, trademark or service mark, arising directly or indirectly from the signals or the content, including, but not limited to, Cable Service, transmitted over the Cable Television Transport System or the use thereof; against claims for infringement of patents arising from, combining with, or using in connection with, the Cable Television Transport System provided by the Telephone Company, apparatus and systems of the Customer; and against all claims arising out of any negligent act or negligent omission of the Customer in connection with the Cable Television Transport System or Cable Television Transport Services provided by the Telephone Company.

- (J) The Customer shall be indemnified and saved harmless by the Telephone Company against claims for libel, slander, unfair competition, or the infringement of any copyright, trade name, trademark or service mark, arising directly or indirectly from Cable Television Transport Service or its provision by the Telephone Company hereunder, against claims for infringement of patents arising from, the Cable Television Transport System provided by the Telephone Company; and against all claims arising out of any negligent act or negligent omission of the Telephone Company in connection with the Cable Television Transport System or Cable Television Transport Service provided by the Telephone Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements****2.6.1 Payment of Rates, Charges and Deposits**

- (A) The Telephone Company may, in order to safeguard its interests, require a deposit prior to or at any time after the provision of Cable Television Transport Service to the Customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. Such deposit will not exceed the actual or estimated rates and charges for Cable Television Transport Service for a two month period based on the then existing number of Chargeable Units. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills.

Such deposit will be refunded or credited to the Customer's account when the Customer has established credit or, in any event, after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of Cable Television Transport Service to the Customer. In the event that the refund has not been made at such time as the provision of Cable Television Transport Service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the Customer will receive simple interest at a rate to be determined based on the then existing Prime Rate. The rate will be calculated from the date the Customer's deposit is received by the Telephone Company up to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.1 Payment of Rates, Charges and Deposits (cont'd)**

- (B) The Telephone Company will establish a bill statement date each month for the Customer's account. The bill will cover service charges for the ensuing billing period for which the bill is rendered and any known unbilled charges for prior periods. Any known unbilled charges for prior periods and any known unrecorded adjustments will be applied to this bill. Payment for such bill is due as set forth in 2.6.2(A) following and is to be received at the location designed by the Telephone Company. If payment is not received by the payment due date, as set forth in 2.6.2(A) following, in immediately available funds, a late payment penalty may apply as set forth in 2.6.2(B) following.

2.6.2 Payment Due Date

- (A) The payment due date is the fifteenth (15th) day of each month. Payment is due in immediately available funds.
- (B) If any portion of the payment is received by the Telephone Company after the payment due date as set forth in (A) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty may be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be 1% per month (.000329 per day) or 12% annually.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.2 Payment Due Date (cont'd)**

- (C) If the Customer's account has been in arrears for two consecutive months or more of billing, the account will be deemed delinquent (unless satisfactory arrangements are made with the Telephone Company) and the Customer will be subject to cancellation of Cable Television Transport Service as provided for herein. The Telephone Company shall provide written notice by Certified U.S. Mail of the delinquent account to the Customer, and the Customer shall have a period of thirty (30) days after receipt of the notice to correct such arrearage by either paying the disputed amount plus interest or placing such amount in a trust account designated by the Telephone Company. If the Customer fails to correct the arrearage, the Telephone Company shall be entitled to cancel Cable Television Transport Service to the Customer and such cancellation shall be deemed a cancellation for cause. Cable Television Transport Service may be reinstated upon payment in full of all delinquent amounts, including all accrued interest, and upon arranging satisfactory provision for payment of future billing.

2.7 Repair Provisions

Paragraphs (A) through (J) following contain the standards and criteria which shall govern the manner in which the parties respond to Subscriber complaints and repair the Cable Television Transport System.

The responsibilities and obligations of the Telephone Company and the Customer in responding to Subscriber trouble reports and repair requests and making repairs shall be as follows:

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.7 Repair Provisions (cont'd)**

- (A) Cable Television Transport Services provided under this Tariff shall be maintained by the Telephone Company. Neither the Customer nor any other party may rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.
- (B) Repair requests from the Customer to the Telephone Company for any malfunctions shall be answered within two hours of the Telephone Company's receipt of said request and the repair completed as soon as reasonably possible, including weekends and holidays.
- (C) The Telephone Company shall employ and have on duty that number of service personnel which is sufficient to handle normal out-of-service calls. The aforementioned personnel shall be available (either on-the-job or on call) on holidays and weekends.
- (D) The Customer shall notify the Telephone Company of problems concerning Cable Television Transport Service after the Customer has used its best efforts to verify that the reported problem exists within the Cable Television Transport System constructed, installed and provided by the Telephone Company. Once the problem has been identified as existing in the Telephone Company's Cable Television Transport System or Cable Television Transport Service and the appropriate information to assist the Telephone Company in responding has been provided by the Customer to the Telephone Company, the Telephone Company shall acknowledge the repair call and notify the Customer of the date and time when the repair is completed. If, after the Telephone Company has responded to a repair call from the Customer, the problem is found not to be the responsibility of the Telephone Company, the Customer will be subject to a Maintenance Service Charge of \$150.00. Or if, after the Customer has responded to a repair call from the Telephone Company, the problem is found not to be the responsibility of the Customer, the Telephone Company will be subject to a Maintenance Service Charge of \$150.00.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.7 Repair Provisions (cont'd)**

- (E) There will be no charge to the Customer for any maintenance and/or repair work to the Telephone Company's Cable Television Transport System when the problem is identified by the Telephone Company as its own responsibility.
- (F) The Telephone Company shall provide repair contact number(s) to the Customer for purposes of responding to the Customer's requests for repair as set forth in Section 2.6(C) preceding.
- (G) Repairs which are required to the Customer's facilities shall be the responsibility of the Customer.
- (H) The Customer and the Telephone Company shall share information necessary to repair and maintain the Cable Television Transport System and maintain Cable Television Transport Service. In addition, the Telephone Company shall supply operations information as may be required of the Customer by any governmental or regulatory entities which may have jurisdiction over the Customer. The information to be provided shall be limited to that which allows the Customer to ensure that Cable Television Transport Services, as tariffed hereunder, are being provided in accordance with the Tariff and in compliance with federal, state and county regulatory agency requirements.
- (I) Whenever it is necessary for the Telephone Company to interrupt Cable Television Transport Service for the purpose of maintenance, alteration or repair, the Telephone Company shall work in cooperation with the Customer to schedule such maintenance, alteration or repair so as to minimize outages and interruptions of Cable Television Transport Service provided to the Customer and Cable Service provided by the Customer to its Subscribers, and will promptly notify the Customer so it may notify the affected Subscribers, unless the interruption is unforeseen or the repair immediately necessary.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.7 Repair Provisions (cont'd)**

- (J) The use and restoration of services shall be in accordance with Part 64, Subpart D, and Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.8 Interruption of Service**(A) General**

Cable Television Transport Service is considered interrupted when it becomes objectionable to the Customer because of a failure or malfunction of the Cable Television Transport System.

(B) When a Credit Allowance Applies

If Cable Television Transport Service is interrupted as a result of Telephone Company maintenance, alteration, testing or repair, a pro rata credit allowance which shall be based upon the duration of the interruption shall be made to the Customer as follows:

- (1) Interruption of Cable Television Transport Service must exceed 24 consecutive hours and must affect one or more of the Subscribers.
- (2) Each interruption will be considered separately.
- (3) The period of interruption will be measured starting from the time the Telephone Company is notified by the Customer of the interruption and ending when the interruption is cured and Cable Television Transport Service is restored to the Customer. During an interruption of Cable Television Transport Service, periods of testing or intermittent Cable Television Transport Service do not constitute restoration of Cable Television Transport Service.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.8 Interruption of Service (cont'd)**

(S)(y)

(B) When a Credit Allowance Applies (cont'd)

- (4) The Customer shall be credited for each Subscriber with an interruption of 24 consecutive hours or more at the rate of 1/30 (or 0.03333) of the monthly Cable Television Transport Service Chargeable Unit rate for each period of 24 consecutive hours or fraction thereof that the interruption continues.

(S)(y)

(D)(x)

(D)(x)

(C) When a Credit Allowance Does Not Apply

(S)(y)

No credit allowance will be made for:

- (1) Interruptions caused by the Customer's negligence.
- (2) Interruptions due to the failure of equipment or systems provided by the Customer.
- (3) Interruptions of a service due to commercial power failure, except for interruptions to the Cable Television Transport Service provided to the Customer due to commercial power failure just to the Telephone Company's Cable Television Transport System.
- (4) Fire, flood, weather or other occurrences attributed to an act of God.

(S)(y)

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.9 Service Mark Protection**

- (A) The names and marks of the Telephone Company (either alone or in conjunction with or as part of any other word or name) or any fanciful characters of the Telephone Company, or those of any of its parent, related, subsidiary or affiliated companies, including, but not limited to, those of the Telephone Company, may not be used by the Customer or any of its assignees in any advertising, publicity or promotion, or to express or to imply any endorsement of their products or services, or in any manner (whether or not similar to uses prohibited above) except with the express prior written consent of the Telephone Company or its parent, related, subsidiary or affiliated companies, as applicable.

- (B) The names and marks of the Customer (either alone or in conjunction with or as part of any other word or name), or those of any of its parent, related, subsidiary or affiliated companies, including, but not limited to, those of the Customer, may not be used by the Telephone Company or any of its assignees in any advertising, publicity or promotion, or to express or to imply any endorsement of their products or services, or in any manner (whether or not similar to uses prohibited above) except with the express prior written consent of the Customer or its parent, related, subsidiary or affiliated companies, as applicable.

2.10 Assignment or Transfer of Service

- (A) The Customer's interest under this Tariff may only be assigned or transferred to a franchised cable operator and may not be assigned or transferred without the prior written consent of the Telephone Company, except in the case of an assignment or transfer to an entity owned in whole or in part by Jones Intercable, Inc., one or more of its direct or indirect subsidiaries, or a related, parent or affiliated company, that is a franchised cable operator. Such consent by the Telephone Company will not be unreasonably withheld. In the event the Customer undergoes a business reorganization, the surviving entity or any partner or stockholder shall assume all rights and obligations hereunder so long as said entity is a franchised cable operator.

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CABLE TELEVISION TRANSPORT SERVICE**SECTION 2 - RULES AND REGULATIONS (cont'd)****2.10 Assignment or Transfer of Service (cont'd)**

(S)(y)

(A) (cont'd)

The requirement that the assignee is a franchised cable operator is applicable only so long as the Telephone Company is required by applicable law or regulation to provide Cable Television Transport Service to only a franchised cable operator, or such a franchise is required by applicable law or regulation to provide Cable Service in Celebration, Florida.

(S)(y)

(C)(x)

(N)(x)

(N)(x)

The foregoing shall not bar the Customer from retaining independent contractors to perform service, installation and maintenance services on the Customer's behalf, so long as the Customer remains liable for the performance thereof.

(S)(y)

- (B)** The Telephone Company's interest under this Tariff may not be assigned or transferred without the prior written consent of the Customer, except in the case of an assignment or transfer to an entity owned in whole or in part by Vista-United Telecommunications, one or more of its direct or indirect subsidiaries, or a related, parent or affiliated company. Such consent by the Customer will not be unreasonably withheld. In the event the Telephone Company undergoes a business reorganization, the surviving entity or any partner or stockholder shall assume all rights and obligations hereunder.

2.11 Ownership of the System

The Telephone Company shall own the Cable Television Transport System, including but not limited to fiber optic and coaxial cable, electronic transmission equipment and the Telephone Company's network interface device located at the Subscriber's location.

(S)(y)

- (x) Filed on not less than one days' notice under authority of Special Permission No. 96-527 of the Federal Communications Commission.
- (y) Reissued material originally effective June 16, 1996.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.12 Cancellation; Default**

- (A) The Telephone Company, after 30 days' written notice to the Customer, may cancel Cable Television Transport Service required to be provided by the terms of this Tariff, in whole or in part, without incurring any liability if the Telephone Company by order of a court, or other regulatory governmental authority with jurisdiction, after having in good faith pursued those available appeals processes, is prohibited from furnishing Cable Television Transport Services which it is required to provide under this Tariff. If the Telephone Company is sued in a court of competent jurisdiction or made subject to administrative hearing procedures of governmental regulatory agencies and if such suit(s) or procedure(s) seek to prohibit the Telephone Company from furnishing Cable Television Transport Services which it is required to provide under this Tariff; in such event, the Telephone Company shall notify the Customer not later than five days after receipt of notice and vigorously pursue such legal actions as are necessary to fulfill its obligations under this Tariff.
- (B) Cable Television Transport Service may be canceled by the Customer and the Telephone Company upon 15 days written notice if:
- (1) The Customer or the Telephone Company makes unauthorized use of the names, marks, symbols, copyrights, logos, characters, designs, representations, figures, drawings, ideas or other proprietary designation or properties of the other; or
 - (2) The Customer or the Telephone Company shall fail to perform any material agreement, term, covenant or condition to be performed pursuant to this Tariff and such failure shall not be cured, or the cure has not been commenced, within 30 days of written notification of said nonperformance; or
 - (3) Any assignment or transfer of the Customer or the Telephone Company's rights or obligations under this Tariff shall be made or deemed to be made that is in violation of this Tariff; or

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.12 Cancellation; Default (cont'd)****(B) (cont'd)**

- (4) The Customer or the Telephone Company fails to give the other the required consent for assignment or transfer of its rights under this Tariff to an unaffiliated party, which shall be the sole and exclusive remedy available to them in such case; or
- (5) The Customer or the Telephone Company files for or is involuntarily placed in bankruptcy and such filing is not promptly dismissed.

2.13 Termination Liability

Should the Customer discontinue Cable Television Transport Service without cause or the Telephone Company terminate Cable Television Transport Service to the Customer as a result of breach by the Customer of its obligations hereunder prior to the end of the 180 month service period, then the Customer shall pay all applicable charges based on the present worth of the per monthly Chargeable Unit rates shown in 3.3 following, multiplied by the average number of Chargeable Units in service for the preceding 12 month period until and unless the Telephone Company enters into a new tariff with another customer and is receiving payment from the new customer for Cable Television Transport Service. The Telephone Company will make reasonable efforts to find a new customer.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.14 Confidentiality**

Except as otherwise required by law or the regulations of any securities exchange, or in connection with any securities offering, the Customer and the Telephone Company agree not to disclose any Confidential Information (as defined below), to any third party other than to their respective directors, officers, or members of their management committee, employees and agents (and directors, officers, employees and agents of its Affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "Representatives"), on a need to know basis. "Confidential Information" shall include all non-public, confidential or proprietary information that the Customer or the Telephone Company or its Representatives makes available to the Customer or the Telephone Company or its Representatives in connection with this Tariff in writing and marked "Confidential". Confidential Information shall include, but not be limited to, information related to the past, present and future plans, ideas, business strategies, marketing programs, activities, customers and suppliers of the Telephone Company and its Affiliates or the Customer and its Affiliates, as the case may be. It is expressly understood that the disclosure of Confidential Information is not a public disclosure thereof, nor a sale or offer for sale of any product, equipment, process or service. Confidential Information shall not include information that (i) was, at the time of its disclosure hereunder to the receiving party, already in possession of the receiving party free of obligation to the other party to keep it confidential; (ii) is or becomes generally available to the receiving party on a non-confidential basis from a source other than the disclosing party or its representatives, provided, that such source is not to the knowledge of the receiving party bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the disclosing party; or (iii) is developed independently by the receiving party. Except as otherwise required by law or the regulation of any securities exchange, or in connection with any securities offering, the Customer shall not issue any press release (which excludes regular marketing material of the Customer) regarding the Customer's activities therein without the Telephone Company's, or its parent, related, subsidiary or affiliated companies prior consent. The provision of this paragraph and the obligation of the Customer and the Telephone Company hereunder will survive for a period of one year from the effective date of this Tariff.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.15 Insurance**

Except as the Telephone Company otherwise agrees in writing, the Customer shall carry liability insurance reflecting minimum limits of \$2,000,000 combined single limit per occurrence, and the Customer, and anyone performing services under a contract, either oral or written, with the Customer, shall furnish the Telephone Company with certificates in evidence of Workers' Compensation and/or employers liability insurance, public automobile liability insurance and such other insurances as will furnish reasonable protection against claims which may arise from services performed under this Tariff, whether such services be by the Customer or others whose services are engaged by the Customer or anyone directly or indirectly employed by any of them. Public automobile liability policies shall name the Telephone and its Affiliates as additional insureds and shall provide for a minimum amount of \$2,000,000 combined single limit per occurrence bodily injury and/or property damage, and each shall contain a provision that a written notice of cancellation or of any material change in said policy shall be delivered to the Telephone Company at least 30 days in advance of the effective date thereof. All policies shall be written by a responsible insurance company reasonably satisfactory to the Telephone Company.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 3 - OPERATION OF THE SYSTEM AND CHARGES**3.1 Operation**

The Telephone Company shall operate and maintain Cable Television Transport Service for the Customer in accordance with the terms of this Tariff, applicable Occupational Safety and Health Administration (OSHA) grounding and bonding standards, and Federal Communications Commission (FCC) performance requirements. The Telephone Company shall maintain Cable Television Transport Service and provide required Cable Television Transport Service for the monthly rates provided in Section 3.3 of this Tariff.

3.2 Rate Regulations**3.2.1 Description and Application of Rates and Charges**

There are two types of rates and charges that apply to Cable Television Transport Service provided in the Tariff. These are monthly recurring rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. The nonrecurring charges set forth in Section 3.3 following shall be due from the Customer at the time Cable Television Transport Service described in this Tariff is ordered, requested to be disconnected, or requested to be tested, by the Customer on a per Subscriber basis.

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CABLE TELEVISION TRANSPORT SERVICE

SECTION 3 - OPERATION OF THE SYSTEM AND CHARGES (cont'd)**3.2 Rate Regulations (cont'd)****3.2.2 Re-establishment of Cable Television Transport Service Following Fire, Flood or Other Occurrence****(A) Nonrecurring Charges Do Not Apply**

Charges do not apply for the re-establishment of Cable Television Transport Service following a fire, flood or other occurrence attributed to an act of God provided that:

- (1) Cable Television Transport Service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) Cable Television Transport Service is for the same Customer.
- (3) Cable Television Transport Service is at the same location on the same premises.

3.3 Rates and Charges

	<u>Nonrecurring Charges</u>	<u>Monthly Rates</u>
(A) Per Subscriber	\$25.00	
(B) Per Chargeable Unit		\$10.50
(C) Per Special Construction	ICB	

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CABLE TELEVISION TRANSPORT SERVICE

Under authority of Special Permission No. 96-527 of the Federal Communications Commission, the effective date of tariff material filed under the following listed transmittal is advanced to June 14, 1996 on not less than one days' notice:

<u>Transmittal</u>	<u>Page Number</u>
20	Original Title Page 1 Original Page 2 Original Page 3 Original Page 4 Original Page 5 Original Page 6 Original Page 7 Original Page 8 Original Page 9 Original Page 10 Original Page 11 Original Page 12 Original Page 13 Original Page 14 Original Page 15 Original Page 16 Original Page 17 Original Page 18 Original Page 19 Original Page 20 Original Page 21 Original Page 22 Original Page 24 Original Page 26 Original Page 27 Original Page 28 Original Page 29 Original Page 30 Original Page 31

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